

EXHIBIT B

PAYMENT SETTLEMENT AGREEMENT

This Release and Payment Settlement Agreement (“Payment Settlement Agreement”) between Wiley edu, LLC (“Wiley”) and West Virginia State University (“WVSU”) is entered into as of the [2nd] day of December 2020.

WHEREAS, Wiley and WVSU entered into a Master Services Agreement dated January 1, 2016 (the “Agreement”); and

WHEREAS, the Term of the Agreement expires on December 30, 2020;

WHEREAS, Wiley has asserted that WVSU is in material breach of the Agreement for failure to pay \$834,679.30 in Fees for Fee Students as required under Section III of the Agreement;

WHEREAS, Wiley and WVSU wish to resolve their dispute with respect to the unpaid fees;

NOW THEREFORE, the Parties agree as follows:

1. The foregoing recitals are incorporated hereby as though fully set forth herein.
2. In order to resolve Wiley’s claims for unpaid Fees for the time period up to August 10, 2020, WVSU shall pay Wiley \$834,679.30 in Fees as follows:
 - a. \$208,669.83 on or before January 15, 2021;
 - b. \$208,669.82 on or before April 15, 2021;
 - c. \$208,669.82 on or before July 15, 2021;
 - d. \$208,669.83 on or before October 15, 2021;
3. Subject to WVSU’s payment of the Settlement Amount in accordance with the terms set forth herein, Wiley shall not terminate the Agreement and shall continue to perform its obligations thereunder.
4. In the event WVSU fails to timely make any payment owing hereunder, the due dates for all remaining payments will be automatically accelerated so that all unpaid amount are immediately due and payable.
5. This Settlement Agreement constitutes the entire understanding between the parties with respect to the subject matter set forth herein and does not serve to amend the terms of the Agreement except with respect to payment of the overdue amounts as set forth herein. This Payment Settlement Agreement may not be changed in whole or in part except by written agreement of the parties. No waiver by either party of any provision of this Payment Settlement Agreement shall constitute a continuing waiver of such provision or a waiver of any other provision of this Payment Settlement Agreement. Any waiver must be in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Payment Settlement Agreement to be executed by their duly authorized representatives.

WILEY EDU, LLC

Todd Zipper
By: Todd Zipper (Dec 2, 2020 21:16 EST)
Todd Zipper

Printed Name

Its: President

Date: Dec 2, 2020

WVSU

Nicole Pride
By: Nicole Pride
Nicole Pride

Printed Name

Its: President

Date: December 3, 2020

Internal Approval per Contracts Management Policy:

Wiley Legal:

Initialed: AA
Name: Ashima Aggarwal
Title: Associate General Counsel and VP

Wiley Finance:

Initialed: JG
Name: Jack Gordon
Title: Sr. Director, Financial Planning & Analysis
Date: 12/2/2020